



Contract Number Sample Contract

**STATE OF OREGON
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

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This Contract is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

Contractor
d.b.a. Facility or Assumed Name
Address
Address
Telephone: (required)
Facsimile: (required)
E-mail address: (required)
Contractor's home page URL, if applicable (optional)

hereinafter referred to as "Contractor."

Work to be performed under this Contract relates principally to OHA's

Health Systems Division
500 Summer Street NE
Salem, Oregon 97301
Contract Administrator: Trevor Douglass or delegate
Telephone: (503) 945-2315
E-mail address: trevor.douglass@state.or.us

1. Effective Date and Duration.

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Justice or on [insert start date], whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on [insert end date]. Contract termination shall not extinguish or prejudice OHA's right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents.

a. This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

- | | |
|------------------------|---|
| (1) Exhibit A, Part 1: | Definitions |
| (2) Exhibit A, Part 2 | Statement of Work |
| (3) Exhibit A, Part 3: | Payment and Financial Reporting |
| (4) Exhibit A, Part 4: | Special Provisions |
| (5) Exhibit B: | Standard Terms and Conditions |
| (6) Exhibit C: | Insurance Requirements |
| (7) Exhibit D: | Required Federal Terms and Conditions |
| (8) Exhibit E: | Required Subcontractor Provisions |
| (9) Exhibit F: | Information Required by 2 CFR Subtitle B with
guidance at 2 CFR Part 200 |
| (10) Attachment 1: | Oregon Health Plan Client Rights |
| (11) Attachment 2: | Oregon Health Plan Client Responsibilities |
| (12) Attachment 3: | Client Rights and Responsibilities Statement |

There are no other contract documents unless specifically referenced and incorporated in this Contract.

b. This Contract and the documents listed in Section 2., Contract Documents, subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits D, B, A, C, E and F.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [insert amount]. OHA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2, "Payment and Financial Reporting."

- c. OHA will only pay for completed Work under this Contract. For purposes of this Contract, "Work" means the tasks or services and deliverables accepted by OHA as described in Exhibit A, Part 1, "Statement of Work."

4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☐ Contractor is a sub-recipient ☐ Contractor is a vendor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: _____

5. **Contractor Data and Certification.**

- a. **Contractor Information.** Contractor shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

If Contractor is self-insured for any of the Insurance Requirements specified in Exhibit C of this Contract, Contractor may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C, Section 9.

Contractor Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☐ NO

Contractor Proof of Insurance, as required by Exhibit C:

All insurance listed must be in effect at the time of provision of services under this Contract.

Professional Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers' Compensation: Does Contractor have any subject workers, as defined in ORS 656.027? (Check one box): ☐ YES ☐ NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

Contractor shall provide proof of Insurance upon request by OHA or OHA designee.

b. Certification. The Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. The Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor. Without limiting the generality of the foregoing, by signature on this Contract, the Contractor hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., Contractor Data and Certification, is Contractor’s true, accurate and correct information;
- (3) To the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Contractor and Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- (5) Contractor is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at:
<https://www.sam.gov/portal/public/SAM/>; and
- (6) Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding;

- (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. Contractor is required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to OHA. By Contractor's signature on this Contract, Contractor hereby certifies that the FEIN or SSN provided is true and accurate. If this information changes, Contractor is required to provide OHA with the new FEIN or SSN within 10 days.

**CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY
ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT,
UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND
CONDITIONS.**

**CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO
NECESSARY STATE APPROVALS**

- 6. Signatures.** This Contract and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed shall constitute an original.

Contractor Name

By:

Authorized Signature

Title

Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Assistant Attorney General

Date

Office of Contracts and Procurement:

Contract Specialist

Date

EXHIBIT A

Part 1 Definitions

Unless the context requires otherwise:

- Words in the singular number include the plural, and those in the plural include the singular; and
- Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

The terms specific to the Contract shall have the following meanings:

1. **“Centers for Medicare and Medicaid Services” or “CMS”** means the federal agency responsible for administering the Medicare, Oregon Health Plan Medicaid, State Children's Health Insurance Program (SCHIP), Health Insurance Portability and Accountability Act (HIPAA), Clinical Laboratory Improvement Amendments (CLIA), and several other health-related programs. Additional information regarding CMS and its programs is available at <http://new.cms.hhs.gov/home/aboutcms.asp>.
2. **“Chronic Disease and Illness Payment System” or “CDPS”** means is a diagnostic classification system that Medicaid programs can use to make health-based, capitated payments for Temporary Assistance for Needy Families (TANF) and disabled Medicaid beneficiaries.
3. **“Claims data activity analysis”** means a qualitative and quantitative examination and assessment of Medicaid claims necessary to monitor Program performance and ensure outcome metrics are achieved.
4. **“Client”** means an individual who is eligible for OHP healthcare services and is receiving OHP benefits.
5. **“Clinical Advisory Committee” or “CAC”** means a committee that meets regularly to ensure the Contractor is addressing the healthcare needs of FFS Clients. The CAC establishes an ongoing positive relationship with the healthcare community and maintains a consistently high-level of communication with stakeholders.
6. **“Clinical Operations Manager”** means the Contractor’s key person who is responsible for the day-to-day operations of the clinical services and the operation of the nurse triage and advice telephonic services.
7. **“Community-based”** means activities and efforts that take place within a FFS Client’s community or significant segments of a community, which may be located within or in close proximity to the community it serves; and is directly connected to the engagement of FFS Client’s care coordination efforts and execution of care plan.
8. **“Coordinated Care Organization” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated healthcare for each of the organization’s members. (410-141-0000 (21))

9. **“Culturally and linguistically appropriate”** means care and efforts taken to ensure that factors related to culture and language are considered, and actions are taken to be responsive to differences and inequities when making decisions about how Healthcare is accessed and delivered.
10. **“Day”** means calendar day unless specified otherwise in this Contract.
11. **“Dental Health”** means being free from chronic mouth and facial pain, oral and throat cancer, oral sores, birth defects such as cleft lip and palate, periodontal (gum) disease, tooth decay and tooth loss, and other diseases and disorders that affect the oral cavity. Risk factors for oral diseases include unhealthy diet, tobacco use, harmful alcohol use, and poor oral hygiene.
12. **“DHS”** means the Department of Human Services.
13. **“Engagement”** means the Contractor has made person-to-person contact with the FFS Client, the Client has agreed to receive Program services, and Contractor has followed up on the agreement.
14. **“Enrollment”** means the FFS Client is participating in the program services and a plan-of-care has been developed by the Contractor.
15. **“Executive Director”** means the Contractor’s key person who is responsible for overall operations and efficiency of the organization. The person designated by a board of directors or corporate owner of a business that is responsible for the administration of the services provided by the business.
16. **“Fee-for-Service Client” or “FFS Client”** means an Oregon Health Plan member that is not enrolled in a coordinated care organization or a managed care plan, and includes persons who are Fully Dual Eligible, that have elected to remain Fee-for-Service.
17. **“Healthcare”** means care, services, or supplies related to the health of an individual. Health care includes but is not limited to preventive, diagnostic, therapeutic, rehabilitative, maintenance, palliative care, counseling services, assessment, or procedures with respect to the physical or mental condition, or functional status of an individual, or that affects the structure or function of the body and the sale or dispensing of a drug, device, equipment, or other prescribed item. (OAR 407-014-0000 (16))
18. **“Health Care Professional”** means an individual with current and appropriate licensure, certification, or accreditation in a medical, mental health, or dental profession who provide health services, assessments, and screenings for clients within their scope of practice, licensure, or certification. (OAR 410-120-0000 (90))
19. **“Health Literacy”** means the degree to which individuals have the capacity to obtain, process, and understand basic health information needed to make appropriate health decision regarding services needed to prevent or treat illness. (OAR 410-141-0280 (1)(d))
20. **“Health System Transformation” or “HST”** means the transformation of health care delivery in medical assistance programs as prescribed by HB 3650 (2011), Chapter 602, Oregon Laws, and SB 1580 (2012), Chapter 8, Oregon Laws, and including the CCO Implementation Proposal from the Oregon Health Policy Board (January 24, 2012)

approved by Section 2 of SB 1580 (2012). (OAR 410-141-0000 (39)) The Health System Transformation website is: <http://www.oregon.gov/dhs/pages/hst/index.aspx>.

21. **“Home and Community Based Services” or “HCBS”** mean the services approved and funded by the Centers for Medicare and Medicaid Services for eligible individuals who are aged and physically disabled and for eligible individuals with intellectual disabilities and developmental disabilities in accordance with Title XIX of the Social Security Act. (OAR 411-048-0160 (19)) and for eligible individuals who are aged and physically disabled the HCBS is provided in accordance with State Plan K Community First Choice requirements. (OAR 411-046-0110 (25))
22. **“Individual User Profile” or “IUP”** means the DHS or OHA forms used to authorize a user, identify their job assignment, and the required access to DHS’ or OHA’s network and information system. It generates a unique security access code used to access DHS’ or OHA’s network and information system. (OAR 407-120-0100 (23))
23. **“Integrated” or “Integration”** means a combining or a combination of aspects or parts that work well together. The process of coordinating separate physical elements into a balanced whole compatible with Clients environment; bringing together processes or functions that are normally separate.
24. **“Intensive Care Management” or “ICM”** means a collaborative process of assessment, planning, facilitation, and advocacy for options and services to meet an individual’s catastrophic or more complex acute or chronic health needs through communication and available resources to promote quality cost effective outcomes. Intensive Care Management encompasses hospitalization and surgery discharge planning for high-risk enrollees.
25. **“Interpreter” or “Certified or Qualified Healthcare Interpreter”** means a trained person who is readily able to communicate with a person with limited English proficiency and to accurately translate the written or oral statements of the person with limited English proficiency into spoken English and is readily able to translate the written or oral statement of other persons into the spoken language of the person with limited English proficiency. A certified Healthcare Interpreter has met Oregon training standards for certification, has received certification from a national certification body, and is listed in the Oregon Healthcare Interpreter Registry. A qualified Healthcare Interpreter has met Oregon training standards for qualification and has demonstrated language proficiency in English and second language where certification is not possible using a standardized, nationally recognized language proficiency assessment and is listed in the Oregon Healthcare Interpreter Registry. (OAR 410-141-0000 (10))
26. **“Intervention algorithms”** mean a succinct step-by-step process that defines how an intervention will take place.
27. **“Level of Care Utilization System” or “LOCUS©”** means the assessment process required by OHA for level of care determinations to determine the appropriate setting for a Client to receive services and supports.
28. **“Level of Service Inventory” or “LSI”** means the person centered service assessment intended for use when assessing the residential service and support needs of individuals experiencing functional deficits resulting from the symptoms of a diagnosed mental

health condition. The LSI was developed by OHA as a tool for level of service determinations and is not intended to be used as a level of care determination tool.

29. **“Living Well with Chronic Conditions”** means the six-week workshop that teaches real-life skills for living a full, healthy life with chronic disease. Living Well with Chronic Conditions is the same as the Chronic Disease Self-Management Program developed by Stanford University and is supported by OHA and DHS.
30. **“Long-term services and supports”** or **“LTSS”** means medical, mental health, oral health, and personal care services needed by Individuals who have lost some capacity to perform Activities of Daily Living and Instrumental Activities of Daily Living.
31. **“Medicaid Management Information System”** or **“MMIS”** means a computer based information management software system used by the Oregon Health Authority.
32. **“Medication management”** or **“medication reconciliation”** means the monitoring of medications that a patient takes to confirm that he or she is complying with a medication regimen, while also ensuring the patient is avoiding potentially dangerous drug interactions and other complications.
33. **“Metrics”** mean a measure that monitors a process or program performance as it relates to achieving desired outcomes.
34. **“Nurse Triage and Advice Line”** or **“Healthcare Line”** means triage and healthcare advice services available to FFS Clients by telephone: for nurse assessment of Client symptoms with the goal of guiding the Client to the most appropriate level of care; that responds to Client requests for health information, community resources, and medical assistance; and that is available 24 hours a day, seven days a week. The assessment and evaluative process is intended to prevent a level of care higher or lower than the situation warrants.
35. **“OHA”** means the State of Oregon, Oregon Health Authority, its employees and authorized agents.
36. **“Oregon Administrative Rules”** or **“OAR”** means all references to OAR chapters or sections and shall include any successor, amended, or replacement rules.
37. **“Oregon Revised Statutes”** or **“ORS”** means all references to ORS chapters or sections and shall include any successor, amended, or replacement statutes.
38. **“Oregon Health Plan”** or **“OHP”** means the Medicaid and Children’s Health Insurance (CHIP) Demonstration Project that expands Medicaid and CHIP eligibility beyond populations traditionally eligible for Medicaid to other low-income populations and Medicaid and CHIP services under the State Plan. (OAR 410-120-0000 (151))
39. **“Oregon State Plan Amendment”** means the agreement between OHA and CMS on how the Medicaid and related programs are administered.
40. **“Outcome”** means the way a thing turns out; a consequence. Something that follows as a result or consequence.
41. **“Patient”** means a recipient of services received from a licensed or accredited medical provider or facility.

42. **“Patient Centered Primary Care Home” or “PCPCH”** means a health care team or clinic that is organized in accordance with the standards established by the Oregon Health Authority under ORS 414.655 (Health System Transformation) and that incorporates the following core attributes:
- a. Access to care;
 - b. Accountability to consumers and to the community;
 - c. Comprehensive whole person care;
 - d. Continuity of care;
 - e. Coordination and integration of care; and
 - f. Person and family centered care.
43. **“Peer”** means any individual who has similar life experience, either as a current or former recipient of addictions or mental health services, or as a family member of an individual who is a current or former recipient of addictions or mental health services. (OAR 410-180-0305 (12))
44. **“Peer Support Specialist”** means a person providing peer delivered services to an individual or family member with similar life experience. A peer support specialist must be: (a) A self-identified person currently or formerly receiving mental health services; or (b) A self-identified person in recovery from an addiction disorder, who meets the abstinence requirements for recovering staff in alcohol and other drug treatment programs; (c) A self-identified person in recovery from problem gambling; or (d) A family member of an individual who is a current or former recipient of addictions or mental health services. (OAR 410-180-0305 (13))
45. **“Peer Wellness Specialist”** means an individual who is responsible for assessing mental health service and support needs of the individual’s peers through community outreach, assisting individuals with access to available services and resources, addressing barriers to services and providing education and information about available resources and mental health issues in order to reduce stigmas and discrimination toward consumers of mental health services and to provide direct services to assist individuals in creating and maintaining recovery, health and wellness. (ORS 414.025(13))
46. **“Personal information” or “PI”** means the information that directly or indirectly links to the identity of any person, that includes, but is not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, locating address, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
47. **“Prevalent non-English language”** means all non-English languages that are identified as the preferred written language by the lesser of either: (A) 5 percent of the managed care organization’s total OHP enrollment; or (B) 1,000 of the managed care organization’s members. (OAR 410-141-0280 (1)(c))
48. **“Prioritized List of Health Services”** means the listing of condition and treatment pairs developed by the Health Evidence Review Commission for the purpose of administering OHP. (OAR 410-120-0000 (182))
49. **“Privacy and Security Incident Policies”** mean the OHA and DHS policies for handling incidents or the attempted or successful unauthorized access, use, disclosure,

modification, or destruction of any network and information system or agency information asset including but not limited to unauthorized disclosure of information, failure to protect user's identification provided by the agency or theft of computer equipment that uses or stores any agency information asset.

50. **“Process Improvement”** means a systematic approach to closing of process or system performance gaps through streamlining and cycle time reduction, and identification and elimination of causes of below specifications quality, process variation, and activities. A systematic approach to help an organization optimize its underlying processes to achieve more efficient results.
51. **“Qualified Mental Health Professional”** or **“QMHP”** means a licensed medical practitioner or any other person meeting the minimum qualifications as authorized by the local mental health authority or designee, and specified in 309-019-0125 (8). (OAR 309-019-0105 (81))
52. **“Quality Control”** or **“QC”** means a system of maintaining standards by testing a sample or the output against the specification. A procedure or set of procedures intended to ensure that a performed service adheres to a defined set of quality criteria or meets the requirements of the client or customer.
53. **“Referral”** means the transfer in total, or of specified care, of a Client from one provider to another. The term referral also includes a request for a consultation or evaluation or a request or approval of specific services.
54. **“Risk assessment process”** means a process to identify potential and existing health and behavior risks and analysis of what could happen if risk is not addressed, and that proposes mitigation strategies.
55. **“Risk stratification”** means the medical decision-making; the activities such as lab and clinical testing used to determine a person's risk for suffering a particular condition and need, or lack thereof, for prevention intervention. A formal estimate of the probability of a person's succumbing to a disease or benefiting from a treatment for that disease.
56. **“Secure File Transfer Protocol”** or **“SFTP”** means a network protocol that provides secure file access, file transfer, and file management functionalities over a reliable data stream.
57. **“Self-management”** means the goal-oriented concept of the Client being the driver of their own care, and actively involved in the decision-making process, with guidance from the healthcare team, that results in a healthier alternative way to live with a chronic illness or condition.
58. **“Service Plan”** means a comprehensive plan for services and supports provided to or coordinated for an individual and his or her family, as applicable, that is reflective of the assessment and the intended outcomes of service. (OAR 309-019-0105 (90))
59. **“State”** means the State of Oregon.
60. **“Subcontract”** means a written agreement between the Contractor and a person or entity setting forth the rights and obligations of the parties.

61. **“Subcontractor”** means the person or entity entering into a Subcontract with the Contractor.
62. **“Targeted Case Management”** or **“TCM”** means activities that assist the Client in a target group in gaining access to needed medical, social, educational, and other services. This includes locating, coordinating, and monitoring necessary and appropriate services. (OAR 410-120-0000 (218))
63. **“Translation services”** mean the act or process of translating words or text from one language into another.
64. **“Triple Aim of Healthcare”** means improving health, improving healthcare, and lowering healthcare costs by transforming the delivery of healthcare.
65. **“Utilization review”** means the process of reviewing, evaluating, and assuring appropriate use of medical resources and services. The review encompasses quality, quantity, and appropriateness of medical care to achieve the most effective and economic use of healthcare services.
66. **“Waiver”** or **“Waiver Program”** means agreement between CMS and OHA and DHS that pertains to the administration and operation of a Medicaid or Medicaid related program.
67. **“Work”** means the required services, tasks, deliverables, reporting, and invoicing requirements, to be performed by Contractor, under this Contract.

EXHIBIT A

Part 2 Statement of Work

- 1.** Services to be Provided by Contractor shall include:
 - a.** **Description of outcomes.**
 - b.** **Deliverables/Quantities.**
 - c.** **Specifications or Performance Standards.**

OHA requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
 - d.** **Delivery Schedule.**

EXHIBIT A

Part 3 Payment and Financial Reporting

1. Payment Provisions.

- a. Contractor shall send all invoices to OHA's Contract Administrator at the address specified on page 1, or to any other address as OHA may indicate in writing to Contractor. Contractor's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

2. Travel and Other Expenses.

OHA will not reimburse Contractor for any travel or additional expenses under this Contract.

EXHIBIT A

Part 4 Special Provisions

1. Confidentiality of Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Contractor on the Client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Client, his or her guardian, or the responsible parent when the Client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (3) OHA, Contractor and any subcontractor will share information as necessary to effectively serve OHA clients.

b. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Contract;
 - (c) Is rightfully in the receiving Party’s possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Contract;

- (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.410 to 192.505. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of OHA, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.
- d. For purposes of this section, "Client" means a recipient of services under this Contract.

2. Amendments.

- a. OHA reserves the right to amend or extend the Contract under the following general circumstances:
 - (1) OHA may extend the Contract for additional periods of time up to a total Contract period of five years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the Contractor under this Contract.
 - (2) OHA may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA

so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.

- b.** OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFP # OHA-4140-16 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Contract.
- c.** Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 24. "Amendments; Waiver; Consent" of this Contract.

3. Contractor Requirements to Report Abuse of Certain Classes of Persons.

- a.** Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including but not limited to abuse of the following classes of persons in Oregon:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b.** In addition to the requirements of Section 3.a., if law enforcement is notified regarding a report of child abuse, Contractor shall also notify the local Child Protective Services Office of the Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, the Contractor shall also notify the local Aging and People with Disabilities Office of the Department of Human Services within 24 hours.
- c.** If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for that person's care;
 - (2) The abused person's age;

- (3) The nature and the extent of the abuse, including any evidence of previous abuse;
- (4) The explanation given for the abuse;
- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

Contractor shall verify that any employee working with clients referred by OHA has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions, or duties of an employee scheduled to work with OHA's Client. Contractor shall establish verification by:

- a. having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Contractor, OR
- b. Contractor as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. Contractor will need to give to OSP the applicant's name, birth date, and social security number.

Contractor shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with OHA clients. If Contractor notes a conviction from any of the above listed crimes on the applicant/employee's record, and Contractor chooses to hire the employee/applicant, Contractor shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred OHA clients in a safe and trustworthy manner. Contractor will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to Contractor. Contractor shall establish a personal personnel file and place Contractor's criminal history check in named file for possibility of future OHA review.

- 5. Equal Access to Services.** Contractor shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
- 6. Media Disclosure.** The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the OHA office that referred the child or family. The Contractor will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the Contractor with an appropriate follow-up response for the media.
- 7. Nondiscrimination.** The Contractor must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability

(as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

8. **HIPAA Compliance.** The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Contractor is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

Contractor shall be liable to OHA and shall indemnify OHA for any and all costs incurred by OHA, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law, as a result of Contractor's "Breach of Unsecured Protected Health Information."

- a. **Consultation and Testing.** If Contractor reasonably believes that the Contractor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the OHA Information Security Office. Contractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. **Data Transactions Systems.** If Contractor intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.
9. **Federal Whistleblower Protection.** Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.
10. **Sanctions**
- a. OHA may impose sanctions, as specified in subsection b. of this Section, if it determines that Contractor has acted or failed to act as described in this Contract. OHA's determination may be based on findings from an onsite visit, FFS Client or other complaints, financial status or any other source. Conditions that may result in a sanction under this Section may include when Contractor acts or fails to act as follows:
- (1) Fails substantially to provide the medically appropriate services that the Contractor is required to provide, under law or under this Contract with OHA, to a Client covered under this Contract.
 - (2) Imposes on FFS Client's charges that are not otherwise allowed or in excess of the charges permitted under the OHA Medical Assistance Program.

- (3) Acts to discriminate among FFS Clients on the basis of their health status or need for health care services. This includes, but is not limited to, termination of enrollment or refusal to reenroll a Client, except as permitted under the OHA Medical Assistance Program, or any practice that would reasonably be expected to discourage enrollment by individuals whose medical condition or history indicates probable need for substantial future medical services.
- (4) Misrepresents or falsifies any information that it furnishes to CMS or to the OHA, or its designees, including but not limited to the assurances submitted with its application or enrollment, any certification, any report required to be submitted under this Contract, FFS Client data or other information relating to care or services provided to a Client.
- (5) Misrepresents or falsifies information that it furnishes to a FFS Client, potential FFS Client, or healthcare provider.
- (6) Fails to maintain an internal quality improvement program, or fraud and abuse prevention program, or to provide timely reports and data required as specified in this Contract.
- (7) Fails to comply with grievance and appeal requirements, including required notices, continuation or reinstatement of benefits, expedited procedures, compliance with requirements for processing and disposition of grievances and appeals, and record keeping and reporting requirements.
- (8) Fails to follow accounting principles or accounting standards or cost principles required by federal or State statutes, rules or regulations, or this Contract.
- (9) Fails to disclose required ownership information or fails to supply requested information to OHA as defined in this Contract or on Subcontractors and suppliers of goods and services as appropriate to this Contract.
- (10) Fails to submit accurate, complete, and truthful FFS Client data in the time and manner required by OHA.
- (11) Distributes directly or indirectly through any agent or independent contractor, marketing materials that have not been approved by OHA or that contain false or materially misleading information.
- (12) Fails to comply with a term or condition of this Contract, whether by default or breach of this Contract. Imposition of a sanction for default or breach of this Contract does not limit OHA's other available remedies.
- (13) Violates any of the other applicable requirements of 42 USC §1396b (m) or 1396u-2 and any implementing regulations.

b. Sanctions that may be imposed include but are not limited to the following sanctions. The use of one sanction by OHA does not preclude the imposition of any other sanction or combination of sanctions or any other remedy authorized under this Contract for the same deficiencies. OHA may:

- (1) Grant OHA FFS Client the option to not participate or opt-out of the program and OHA may notify the affected FFS Client of their right and reason to opt-out.
- (2) Suspend all new enrollments, or reduce the enrollment level or the number of Contractor's current OHA program eligible clients after the effective date of the sanction.
- (3) Suspend payment for FFS Clients enrolled after the effective date of the sanction until OHA is satisfied that the reasons for imposition of the sanction no longer exists and is not likely to recur.
- (4) Require Contractor to develop and implement a corrective action plan that is acceptable to OHA for correcting the problem. At a minimum, the corrective action plan must include:
 - (a) A written standard of conduct to be implemented by the Contractor that corrects the specific areas of non-compliance and how that standard of conduct will be established and maintained within Contractor's and Subcontractor's (as applicable) organization; and
 - (b) Designation of the person with authority within Contractor's organization charged with the responsibility of accomplishing and monitoring compliance.

If Contractor has not submitted a corrective action plan that is acceptable to DHS within the specified time period or does not implement or complete the corrective action within the specified time period, OHA will proceed with other sanctions or with termination of this Contract.

- (5) Determine:
 - (a) That there is continued egregious behavior; or
 - (b) That there is substantial risk to FFS Clients' health; or
 - (c) That action is necessary to ensure the health of Clients while improvements are made to remedy violations or until there is an orderly termination or reorganization by Contractor; and OHA:
 - i. Must require Contractor to implement temporary management mechanisms, such as employment of consultants or other individuals or entities approved by OHA for the purpose, at Contractor's expense;
 - ii. Must not delay the imposition of temporary management mechanisms to provide for administrative review before imposing this sanction; and
 - iii. Must not terminate temporary management mechanisms until it determines that Contractor can ensure that the sanctioned behavior will not recur.

- (6) Take any other sanctions reasonably designed to remedy or compel future compliance with this Contract.
 - c. OHA will notify the Contractor in writing of its intent to impose a sanction. The notification shall explain the factual basis for the sanction, reference to the section(s) of this Contract or federal or State statute or regulation that has been violated, explain the actions expected of Contractor, and state the Contractor's right to file a request for Administrative Review with the Director of OHA in writing within 30 calendar days of the date of the sanction notice. Notwithstanding the preceding provision of this subsection c., in cases in which OHA determines that conditions could compromise a Client's health or safety, or when DHS acts pursuant to subsection b, paragraph (5) of this Section, OHA may provisionally impose the sanction before such Administrative Review opportunity is provided.
 - d. The Administrative Review process described in this Section subsections b, paragraph (5) and subsection c, will be conducted in the same manner described in OAR 410-120-1580(4)-(6). Contractor understands and agrees that Administrative Review is the sole avenue for review of sanction decisions under this Section of this Contract.
- 11. Notice to CMS of Contractor Sanction.** OHA will give CMS' Regional Office written notice whenever Contractor has a sanction imposed or lifted by OHA for one of the violations listed in Section 10, subsection b, paragraphs (1) through (9), as appropriate. OHA may, at OHA's discretion, give CMS' Regional Office written notice whenever Contractor has a sanction imposed or lifted by OHA for any breach or violation of this Contract requirement excluding those specifically noted above.
- 12. Medicaid Services.**
- Contractor shall comply with all applicable federal and state statutes and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 *et seq.*, including without limitation, the following:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify, when submitting any claim for the provision of Medicaid services, that the information submitted is true, accurate, and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from

federal and State funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
- f. If the Contractor elects not to provide, reimburse for, or provide coverage of specific healthcare services due to Contractor's objection on moral or religious grounds, Contractor must furnish information about the healthcare services it does not cover to the State; with its application for a Medicaid contract; and whenever it adopts the policy during the term of this Contract. Contractor's election must be consistent with the provisions of 42 CFR 438.10; it must be provided to Eligible Clients before and during Enrollment; and it must be provided to Clients within 90 calendar days after adopting the policy with respect to any particular healthcare service.

13. Excluded Providers.

- a. The program services provided by the Contractor pursuant to this Contract may not be provided by the following persons, or their affiliates, as defined in the Federal Acquisition Regulations:
 - (1) Persons or entities who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
 - (2) Persons or entities who are currently suspended or terminated from the OHA Medical Assistance Program or excluded from participation in the Medicare program.
 - (3) Persons who have been convicted of a felony or misdemeanor related to a crime or violation of Title XVIII, XIX or XX of the Social Security Act or related laws, or entered a plea of nolo contendere.
- b. Contractor shall not refer Clients to such persons and shall not accept billings for healthcare services to Clients submitted by such persons.
- c. Contractor may not knowingly:
 - (1) Have a person described in this Section 13 as a director, officer, partner, or person with beneficial ownership of more than five percent of Contractor's equity; or
 - (2) Have an employment, consulting, or other agreement with a person described in this Section 13 for the provision of items and services that are significant and material to the Contractor's obligations under this Contract.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Contract.
2. **Compliance with Law.** Contractor shall comply and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the performance of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title IV of Civil Rights Act of 1964; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS Chapter 659A.142; (iv) Executive Order 11246; (v) the Age Discrimination in Employment Act of 1967 and the Age Discrimination Act of 1975; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. OHA's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). This Section shall survive expiration or termination of this Contract.
3. **Independent Contractor.**
 - a. Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes,

rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.

- c. Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OHA will not withhold from such compensation any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.
- d. Contractor shall perform all Work as an Independent Contractor, as defined in ORS 670.600. OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, OHA may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

4. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to OHA that:
 - (1) Contractor has the power and authority to enter into and perform this Contract;
 - (2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

6. Funds Available and Authorized; Payments.

- a. Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to

finance the costs of this Contract within OHA's current biennial appropriation or limitation. Contractor understands and agrees that OHA's payment for Work performed is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

- b. Payment Method.** Payments under this Contract will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Contractor shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Contract. Contractor shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Contract until receipt of the correct EFT designation and payment information from the Contractor.

- 7. Recovery of Overpayments.** IF BILLINGS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO CONTRACTOR, MAY WITHHOLD FROM PAYMENTS DUE TO CONTRACTOR SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT UNLESS CONTRACTOR PROVIDES A WRITTEN OBJECTION WITHIN 14 CALENDAR DAYS FROM THE DATE OF THE NOTICE. ABSENT TIMELY WRITTEN OBJECTION, CONTRACTOR HEREBY REASSIGNS TO OHA ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. IF CONTRACTOR PROVIDES A TIMELY WRITTEN OBJECTION TO OHA'S WITHHOLDING OF SUCH PAYMENTS, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT IS TO BE REPAYED. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING OHA'S RIGHT TO SETOFF.

8. Ownership of Work Product.

- a. Definitions.** As used in this Section 8, and elsewhere in this Contract, the following terms have the meanings set forth below:

- (1) “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Work.
- (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or Contractor.
- (3) “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to OHA pursuant to the Work.

- b. Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of OHA. OHA and Contractor agree that all Work Product is “work made for hire” of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Contractor hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OHA. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c.** In the event that Work Product is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property or a compilation that includes Contractor Intellectual Property, Contractor hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- d.** In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Contractor shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

9. Indemnity.

- a.** CONTRACTOR SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON

AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

- b. INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 9.a., CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD OHA, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO OHA BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR OHA'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CONTRACT.

10. Default; Remedies; Termination.

- a. Default by Contractor.** Contractor shall be in default under this Contract if:
- (1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - (2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
 - (3) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.

- b. OHA's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.a., OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (1) termination of this Contract under Section 10.e.(2);
- (2) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 7 of Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Section 10.a., then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1).

- c. Default by OHA.** OHA shall be in default under this Contract if OHA commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

- d. Contractor's Remedies for OHA's Default.** In the event OHA terminates the Contract under Section 10.e.(1), or in the event OHA is in default under Section 10.c. and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10.e.(3), Contractor's sole monetary remedy shall be (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by OHA, less previous amounts paid and any claim(s) that OHA has against Contractor. In no event shall OHA be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.d., Contractor shall immediately pay any excess to OHA upon written demand. If Contractor does not immediately pay the excess, OHA may recover the overpayments in accordance with Section 7., Recovery of Overpayments, and may pursue any other remedy that may be available to it.

e. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Contract:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Contractor;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's purchase of the Work or Work Products under this Contract is prohibited or OHA is prohibited from paying for such Work or Work Products from the planned funding source.
 - (d) Immediately upon written notice to Contractor if there is a threat to the health, safety, or welfare of any recipient of services under this Contract "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, OHA may terminate this Contract immediately upon written notice to Contractor, or at such later date as OHA may establish in such notice, if Contractor is in default under Section 10.a.
- (3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days written notice to OHA, or at such later date as Contractor may establish in such notice, if OHA is in default under Section 10.c. and OHA fails to cure such default within 30 calendar days after OHA receives Contractor's notice or such longer period as Contractor may specify in such notice.
- (4) Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Contractor at that time. This Section 10.e.(5) survives the expiration or termination of this Contract.
- (6) Effect of Termination: Upon receiving a notice of termination of this Contract, or upon issuing a notice of termination to OHA, Contractor shall immediately cease all activities under this Contract, unless in a notice issued by OHA, OHA expressly directs otherwise.

- (7) In the event this Contract is terminated, the Contractor shall provide FFS Clients written notice of the termination. Notice to FFS Clients must be issued within 15 calendar days after receipt or issuance of the termination notice to Contractor. In the event of termination, the Contractor will ensure that the FFS Clients are transitioned in a timely manner as determined by OHA.

11. Stop-Work Order. OHA may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part of the work required by this Contract for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10., Default; Remedies; Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment.

12. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9. INDEMNITY, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.

13. Insurance. Contractor shall maintain insurance as set forth in Exhibit C, attached hereto.

14. Records Maintenance, Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Contractor acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Contract;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.

15. **Information Privacy/Security/Access.** If the Work performed under this Contract requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Contractor shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
16. **Force Majeure.** No party is responsible for delay or default caused by an event beyond its reasonable control. OHA may terminate this Contract upon written notice after reasonably determining the delay or default reasonably prevents performance of this Contract.
17. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.
18. **Subcontracts; Assignment; Successors.** Contractor shall not assign, transfer, or subcontract rights or responsibilities under this Contract in whole or in part, without the prior written approval of OHA. This Contract’s provisions are binding upon and inure to the benefit of the parties to this Contract and their respective successors and assigns.
19. **No Third Party Beneficiaries.** OHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. This Section shall survive expiration or termination of this Contract.
20. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Contract.
21. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Contractor or OHA at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the

recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter St. NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Contract.

22. **Headings.** The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.
23. **Merger Clause.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Contract.
24. **Amendments; Waiver; Consent.** OHA may amend this Contract to the extent provided herein, the solicitation document, if any from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Contract shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Contract.
25. **Contractor's Failure to Perform.** Contractor's failure to perform the statement of work specified in this Contract or to meet the performance standards established in this Contract, may result in consequences that include, but are not limited to:
 - a. Reducing or withholding payment under this Contract;
 - b. Requiring Contractor to perform at Contractor's expense additional work necessary to perform the statement of work or meet performance standards; and
 - c. Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10. Default; Remedies; Termination of this Contract.

EXHIBIT C

Insurance Requirements

Required Insurance: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to OHA.

1. **Workers Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Professional Liability:**

☒ Required by OHA ☐ Not required by OHA

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by OHA:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017:\$3,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017:\$5,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability:**

☒ Required by OHA ☐ Not required by OHA

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by OHA:

Bodily Injury/Death:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017:\$3,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

☐ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017:\$5,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017:\$200,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017:\$600,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability Insurance:

☒ **Required by OHA** ☐ **Not required by OHA**

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by OHA:

Bodily Injury/Death:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017:\$3,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

☐ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017:\$5,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2015:\$200,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2015:\$600,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
6. **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days' written notice from this Contractor or its insurer(s) to OHA. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by OHA.
7. **Proof of Insurance.** Contractor shall provide to OHA information requested in Data Certification for all required insurance before delivering any goods and performing any services required under this Contract. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.
8. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of: (i) Contractor's completion and OHA's acceptance of all services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to OHA, upon OHA's request, certification of the coverage required under this Section 8.
9. **Self-Insurance.** Contractor may fulfill its insurance obligations herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit C. Notwithstanding Section 7 of this Exhibit C, Contractor shall furnish an acceptable insurance certificate to OHA for any insurance coverage required by this Contract that is fulfilled through self-insurance.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in

all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq., (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** Contractor shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents or subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in

physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Contract.

10. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a

corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d.** Contractor shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of

Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

EXHIBIT E

Required Subcontractor Provisions

- 1.** Contractor shall ensure that all Subcontracts meet the requirements described below and shall incorporate portions of this Contract, as applicable, based on the scope of the Work to be subcontracted.
- 2.** Contractor is responsible for the quality of care and services and the timely and effective performance of Work provided under the terms and requirements of this Contract. Subject to the provisions of this Exhibit E, Contractor may subcontract any or all of the Work to be performed under this Contract. No Subcontract shall terminate or limit Contractor's legal responsibility to OHA for the timely and effective performance of Contractor's duties and responsibilities under this Contract. Any and all corrective actions, sanctions, recovery amounts and/or enforcement actions are solely the responsibility of the Contractor.
- 3.** Before subcontracting of any Work, Contractor shall evaluate the prospective Subcontractor's ability to perform the Work under a Subcontract.
- 4.** Contractor shall have a written agreement or Subcontract that specifies the subcontracted Work and reporting responsibilities of the Subcontractor. Contractor shall notify the OHA in writing of the Work to be subcontracted.
- 5.** The following requirements of this Contract may not be subcontracted:
 - a.** Oversight and monitoring of quality improvement activities;
 - b.** Adjudication of final appeals in a Client grievance and appeal process; and
 - c.** Financial responsibility, risk, and solvency requirements of this Contract.
- 6.** Contractor's agreement with the Subcontractor shall provide for the termination of the Subcontract or imposition of other sanctions by Contractor if the Subcontractor's performance is inadequate to meet the requirements of this Contract.
- 7.** Contractor shall monitor the Subcontractor's performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor performance, deficiencies or areas for improvement. Upon identification of deficiencies or areas for improvement, the Contractor shall and shall cause Subcontractor to take corrective action.
- 8.** In addition to any other provisions that OHA may require, Contractor shall include a provision in all subcontracts that to the extent any provision in this Contract applies to Contractor with respect to the Work Contractor is providing to OHA under a Subcontract, that provision shall be incorporated by reference into the Subcontract and shall apply equally to Subcontractor.
- 9.** Contractor shall ensure that all subcontracts meet the requirements described below and shall incorporate portions of this Contract, as applicable, based on the scope of Work to be subcontracted:

- a.** Be in writing and incorporate each applicable requirement of this Contract, and every other provision in this Contract that sets requirements for any of the activities being subcontracted;
- b.** Clearly identify the Work to be performed by the Subcontractor and what of that Work, if any, the Subcontractor may further subcontract;
- c.** Contain a provision requiring Subcontractor to comply with the requirements of 42 CFR 438.6 that are applicable to the Work required under the Subcontract;
- d.** Contain a provision that the Subcontractor shall not bill, charge, seek compensation, remuneration, or reimbursement from, or have recourse against the Client for covered services provided during the period for which capitation payments were made by OHA to Contractor with respect to said Client, even if Contractor becomes insolvent. Subcontractors and referral providers may not bill Clients any amount greater than would be owed by the Client if the Contractor provided the services directly (i.e., no balance billing by providers);
- e.** Contain a provision that the Subcontractor shall continue to provide covered services during periods of Contractor insolvency or cessation of operations through the period for which capitation payments were made to Contractor;
- f.** Contain a provision requiring the Subcontractor to comply with OAR 410-141-0420, Managed Care Prepaid Health Plan Billing and Payment under the OHP, when submitting Fee-for-Service Claims for OHP services provided to Clients that are not covered services under this Contract;
- g.** In cases where the Subcontractor has assumed any risk covered under this Contract, contain a provision that the Subcontractor must protect itself against loss by either self-insuring or providing proof of insurance;
- h.** Contain a provision that healthcare providers shall advise a Client who is the patient of the provider about the health status of the Client, or any service, treatment or test that is medically or dentally appropriate but not authorized under the Client's benefit package or is subject to co-payments, if the provider is acting within the lawful scope of practice, and an ordinarily careful practitioner in the same or similar community would do so under the same or similar circumstances;
- i.** Contain a provision requiring the Subcontractor to provide notices of denials, reductions, discontinuation or termination of services or service coverage consistent with the requirements of Chapter 410, Division 141 Oregon Health Plan; including but not limited to:
 - (1) the Client's right to an administrative hearing, how to obtain a hearing, and representation rules at a hearing;
 - (2) the Client's right to file grievances and appeals and their requirements and timeframes for filing;
 - (3) the availability of assistance in filing;
 - (4) the toll-free numbers to file oral grievances and appeals;

- (5) the Client's right to request continuation of benefits during an appeal or administrative hearing filing and, if the Contractor's action is upheld in a hearing, the Client may be liable for the cost of any continued benefits; and
 - (6) any State-determined provider appeal rights to challenge the failure of the Contractor to cover a service.
- j.** If Contractor chooses to delegate the grievance and appeal process, except the adjudication of final appeals, Contractor shall require the Subcontractor to have written policies and procedures for accepting, processing and responding to all grievances and appeals from family members, and Clients;
- k.** Contain a provision that data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement, and other reporting requirements under this Contract must be provided to Contractor within time frames sufficient to allow Contractor to meet its reporting requirements under this Contract;
- l.** Contain a provision that requires the Subcontractor to participate in internal or external quality improvement activities of Contract, or those of OHA, if requested to do so;
- m.** Contain a provision that requires the Subcontractor to provide access to records and facilities as described in this Contract;
- n.** Contain a provision requiring the Subcontractor to maintain the confidentiality of Client records and information as described in this Contract;
- o.** Contain a provision that requires the Subcontractor to cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services;
- p.** Contain a provision that requires Subcontractor to comply with OHA's fraud and abuse policies and reporting requirements, and to cooperate with all processes and procedures of fraud and abuse investigations, reporting requirements, service verification and related activities by Contractor, OHA, or the Department of Justice Medicaid Fraud Control Unit; and
- q.** Contain a requirement that the Subcontractor shall certify that all claims submissions and/or information received from the Subcontractor are true, accurate, and complete; and that payment of the claims by the Contractor will be from federal and state funds, and therefore any falsification, or concealment of material fact by the Subcontractor when submitting claims may be prosecuted under federal and state laws.

EXHIBIT F

Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

1. Federal Award Identification:
2. Contractor Name (which must match the name associated with 3. Below):
3. Contractor's Unique Entity Identifier (i.e. DUNS number):
4. Federal Award Identification Number (FAIN):
5. Federal Award Date:
6. Period of Performance Start and End Date: From: To: .
7. Total Amount of Federal Funds Obligated by this Contract:
 - a. Total Amount of Federal Award:
 - (1) Federal Award Project Description:
 - (2) Name of Federal Awarding Agency:
 - (3) Contact Information for Awarding Official:
 - (4) Indirect Cost Rate:
 - (a) CFDA Number and Name:
Amount:
 - (b) CFDA Number and Name:
Amount:
 - (c) CFDA Number and Name:
Amount:
 - b. Total Amount of Federal Award:
 - (1) Federal Award Project Description:
 - (2) Name of Federal Awarding Agency:
 - (3) Contact Information for Awarding Official:
 - (4) Indirect Cost Rate:
 - (a) CFDA Number and Name:
Amount:

(b) CFDA Number and Name:

Amount:

(c) CFDA Number and Name:

Amount:

c. Total Amount of Federal Award:

(1) Federal Award Project Description:

(2) Name of Federal Awarding Agency:

(3) Contact Information for Awarding Official:

(4) Indirect Cost Rate:

(a) CFDA Number and Name:

Amount:

(b) CFDA Number and Name:

Amount:

(c) CFDA Number and Name:

Amount:

8. Total Amount of Federal Funds Obligated to Contractor:

9. Is Award Research and Development? ☐ Yes ☐ No

Attachment 1

Oregon Health Plan Client Rights

All Oregon Health Plan Clients have the following rights:

- To be treated with dignity and respect.
- To be treated by providers the same as other people seeking health care benefits to which you are entitled.
- To obtain covered substance abuse treatment, family planning, or related services without a referral.
- To have a friend, family member, or advocate present during appointments and at other times as needed within clinical guidelines.
- To be actively involved in the development of your treatment plan.
- To receive information about your condition and covered and non-covered services, to allow an informed decision about proposed treatment(s).
- To consent to treatment or refuse services and be told the consequences of that decision, except for court-ordered services.
- To receive written materials describing rights, responsibilities, benefits available, how to access services, and what to do in an emergency.
- To receive written materials explained in a manner that is understandable to you.
- To receive necessary and reasonable services to diagnose the presenting condition.
- To receive covered services under the OHP which meet generally accepted standards of practice and are medically appropriate.
- To obtain covered preventive services.
- To receive a referral to specialty providers for medically appropriate, covered services.
- To have a clinical record maintained which documents conditions, services received and referrals made.
- To have access to your own clinical record, unless restricted by statute.
- To have your medical records corrected.
- To transfer a copy of your clinical record to another provider.
- To make a statement of wishes for treatment (an Advance Directive) and obtain a power of attorney for health care.
- To receive written notice before a denial of, or change in, a service level or benefit is made, unless such notice is not required by federal or state regulations.
- To know how to make a complaint, grievance or appeal and receive a response.
- To request an administrative hearing with the Department of Human Services or Oregon Health Authority.
- To receive a notice of an appointment cancellation in a timely manner.
- To receive adequate notice of DHS/OHA privacy practices.

Attachment 2

Oregon Health Plan Client Responsibilities

All Oregon Health Plan Clients have the following responsibilities:

- To treat all providers and personnel with respect.
- To be on time for appointments made with providers.
- To call in advance if you are going to be late or have to cancel your appointment.
- To seek periodic health exams, check-ups, and preventive services from your medical, dental, or mental health providers.
- To use your primary care physician or clinic for diagnostic and other care, except in an emergency.
- To obtain a referral to a specialist from the primary care physician or clinic before seeking care from a specialist, unless self-referral is allowed.
- To use emergency and urgent care services appropriately.
- To give accurate information for inclusion in the clinical record.
- To help the provider or clinic obtain clinical records from other providers. This may include signing a release of information form.
- To ask questions about conditions, treatments and other issues related to your care that you don't understand.
- To use information to make informed decisions about treatment before it is given.
- To help in the creation of a treatment plan with your provider.
- To follow prescribed, agreed-upon treatment plans.
- To tell your provider you have OHP coverage and to show your Oregon Health ID when asked.
- To call OHP Customer Service and tell them:
 - If you have a change of address or telephone number;
 - If someone in the family becomes pregnant;
 - Of the birth of a child;
 - If any family members move in or out of the household;
 - If there is any other insurance available and to report any changes in insurance in timely manner.
- To pay for non-covered services you receive.
- To assist OHA to find any other insurance to which you are entitled and to pay OHA the amount of benefits you received as a result of an accident or injury.
- To notify OHA of issues, complaints or grievances.
- To sign a release so that DHS or OHA and your care coordination provider can get information they need to respond to an administrative hearing request in an effective and efficient manner.

Attachment 3

Client Rights and Responsibilities Statement

- 1.** Contractor will make available, on Contractor's internet and by request in hard copy, the Client Rights and Responsibilities Statement that includes the following:
 - a.** The Contractor's program will not discriminate against individuals eligible to enroll on the basis of health status or the need for healthcare services.
 - b.** The Contractor's program will not discriminate against individuals eligible to enroll on the basis of race, color, gender, religion, or national origin, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, religion, or national origin.
- 2.** Contractor shall ensure that FFS Clients are free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliations specified in federal regulations on the use of restrains and seclusion.
- 3.** Client is guaranteed the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the enrollee's condition and ability to understand.
- 4.** Client is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Contractor and its providers or OHA treat the program enrollee.